

BIDDER'S PROPOSAL SHEET

Select Sidewalk Replacement Project and Miscellaneous Site Work in the Town of Sullivan

BID PRICE: \$ _____
(enter dollar amount)

(enter dollar amount in words)

**Detailed specifications must accompany the bid. The Town Board of the
Town of Sullivan reserves the right to determine if any bid is acceptable
and to reject all bids.**

(Bidder's Company Name)

(Authorized Representative)

(Address)

(Phone Number)

(Email Address)

(Authorized Signature)

(Title)

(Date)

NON-COLLUSIVE BIDDING CERTIFICATE

(Select Sidewalk Replacement Project and Miscellaneous Site Work in the Town of Sullivan)

By submission of this bid, the bidder and each person signing on behalf of the bidder, certifies under penalty of perjury, to their best knowledge and belief:

1. The price(s) in this bid, was arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such price(s) with any other bidder or with any competitor;
2. Unless otherwise required by law, the price(s) which has been quoted in the bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The preceding statement, known and executed by the undersigned, is affirmed as true and attached to the bid submitted herewith under the penalties of perjury of the State of New York.

(Bidder Name)

(Authorized Representative)

(Bidder Address)

(Bidder Phone Number)

(Bidder Email Address)

(Authorized Signature)

(Title)

(Date)

(Corporate Seal)

TOWN OF SULLIVAN
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
*(Select Sidewalk Replacement Project and
Miscellaneous Site Work in the Town of Sullivan)*

1. Bids must be received by 2:00 p.m. on the 3rd day of August, 2021, at the Town of Sullivan Town Clerk's Office, 7507 Lakeport Road, Chittenango, New York 13037.
2. Specifications and Form of Bid may be obtained from the Town Clerk at the above listed address.
3. Bids must be in a sealed envelope clearly marked:

**“SELECT SIDEWALK REPLACEMENT PROJECT AND
MISCELLANEOUS SITE WORK IN THE TOWN OF SULLIVAN
BID PACKAGE, Dated: August 3, 2021”**
4. Bids must include a completed Non-Collusive Bidding Certificate.
5. Bidder must specify a “Completion Date” of November 1, 2021 and perform accordingly.
6. A copy of any warranty must accompany the bid. Said warranty must not commence until the “Completion Date” of November 1, 2021.
7. To be considered complete, a set of specifications must accompany each bid unit.
8. The Town Board of the Town of Sullivan reserves the right to complete discretion regarding all bids.
9. To receive consideration, all deviations from specifications must be listed in detail on the bid proposal sheet. Any bid containing deviations from the norm that are not clearly noted and fully explained, will not be considered a complete bid.
10. The contract for “*Select Sidewalk Replacement Project and Miscellaneous Site Work in the Town of Sullivan*” shall be awarded to the lowest responsive, responsible bidder. In cases where two or more bidders submit identically priced bids, the Town Board reserves the right to award the contract to either bidder at their discretion.
11. The Town Board reserves the right to reject any or all bids or re-advertise for new bids at their discretion.
12. Any bid may be withdrawn at any time prior to the bid submittal deadline. Bids may be withdrawn only when written authorization is presented after submittal.
13. Prevailing Wage Rates: All work must comply with Section 220 of the New York State Labor Law, as applicable. This is a public works project. Prevailing Wage Rates may be obtained at www.labor.ny.gov.
14. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges pre-paid to destination.
15. The successful bidder shall agree, upon award of the Contract not to assign or sublet this Contract or any interest therein without first obtaining the written consent of the Town Purchasing Agent.

16. In case of default by the bidder or contractor, the Town of Sullivan may procure the article or services from other sources without notice and hold the bidder and/or contractor thereby responsible for any excess costs occasioned by the default.
17. The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Town of Sullivan against any demand for payments for the use of any patented material, process, article, or device, that may enter into the manufacture, construction, or from a part of the work covered by the contract: and further agrees to indemnify and save harmless the Town from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the contractor, his servants, or agents.
18. Laws, Rules and Regulations of the State of New York and all Local Law, Rules and Regulations, insofar as they apply to Competitive Bidding, Contracts and Purchases, are made a part hereof.
19. Qualifications of Bidders: In determining the qualifications of a bidder, the Town of Sullivan will consider bidder's record in the performance of any contracts in which they may have entered with the Town of Sullivan, with other public bodies or private corporations, and the Town of Sullivan expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town of Sullivan, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers or employees.

The Town of Sullivan may make such investigations as it may deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town of Sullivan all such information and data for this purpose as the Town of Sullivan may request following the bid opening. The Town of Sullivan reserves the right to reject any bid if the evidence submitted by, or determined by the investigation of, such bidder fails to satisfy the Town of Sullivan that such bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.

The bidder shall have a minimum of three (3) years' experience in the provision of similar concrete work.

20. Conditions of Work: Each bidder shall acquaint themselves fully with the site conditions relating to the construction of the project, the employment of labor and the laws and regulations governing the safe and proper execution of the work. Failure to do so will not relieve a successful bidder from bidder's obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.
21. Final Contract will include requirements for submission of performance and payment bonds.
22. Certified Payrolls: Certified payrolls must accompany all invoices and must be kept up to date. Certified payrolls should be sent to the Town of Sullivan Comptroller, 7507 Lakeport Road, Chittenango, New York 13037.
23. Contact Person: Hon. John Becker, Town of Sullivan Supervisor, (315) 687-9190
Ms. Beth Ellis, Town of Sullivan Comptroller, (315) 687-9190

TOWN OF SULLIVAN
SELECT SIDEWALK REPLACEMENT PROJECT AND
MISCELLANEOUS SITE WORK IN THE TOWN OF SULLIVAN

Bids are requested from responsible Bidders for the *Select Sidewalk Replacement Project and Miscellaneous Site Work in the Town of Sullivan* project located at: 1) the Town of Sullivan Parks and Recreation Building (located at 707 Legion Drive); and 2) the New York State Police Building (located at 7507 Lakeport Road) both located in Chittenango, New York 13037.

SCOPE

Supply all materials and labor to install replacement sidewalks, grading, handrails, asphalt paving, etc., all as set forth in the project documents.

It is the intent of these specifications that the bidder shall include all labor, materials, equipment, services and transportation for the work to be undertaken. All workmen shall be skilled and qualified for the work they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified.

REQUIREMENTS

- The work shall be warranted by the contractor for a minimum of three (3) years after final acceptance.
- The successful bidder will provide a performance bond equal to 100% of the bid, as well as a bid bond equal to 5% of the bid amount.
- Contractor will complete all work under this contract in ninety (90) days from Notice to Proceed. Contractor's failure to complete all work under this contract in ninety (90) days from Notice to Proceed will result in Contractor forfeiting all or a portion of the performance bond in the discretion of the Town Board of the Town of Sullivan.
- Contractor will pay workers in accordance with the Prevailing Wage Schedule. Certified payrolls will be provided to the Town indicating compliance with this requirement.
- Contractor will provide evidence of appropriate insurance coverage as follows:
 - Workmen's Compensation Insurance Coverage
 - Liability Insurance - \$1,000,000.00 each occurrence and \$3,000,000.00 annual aggregate
 - Automobile - \$1,000,000.00
 - Owner's Protective Liability Policy in the name of the Town of Sullivan of at least \$2,000,000.00
 - Disability Benefits per New York State Requirements.
- The required insurance policies shall be endorsed to include the Town of Sullivan as an additional insured. Also, to include the provisions that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Town of Sullivan, 7507 Lakeport Road, Chittenango, New York 13037, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For

the duration of the awarded contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

- **Payments:** Town of Sullivan will pay the successful bidder the amount of their bid upon the full and faithful performance of the contract, acceptance of materials and/or work by the Town of Sullivan, and upon receipt of the vendor invoices and lien releases, as applicable.

Unless otherwise specified, Town of Sullivan may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract (or ten percent (10%) of the final payment amount, whichever is greater) until final completion and acceptance of all work covered by the contract.

The successful bidder further agrees that Town of Sullivan may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract, provided that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

The successful bidder further agrees that they shall not be entitled to demand or receive any payment except in the manner set forth in this bid or any contract entered into.

- **Warranty:** Town of Sullivan requires a minimum three (3) years warranty from the date of acceptance, to correct at no additional cost to Town of Sullivan any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid.

Town of Sullivan does not accept exceptions to implied warranties of suitability or merchantability. Town of Sullivan does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

- **Termination/Default/Non-Performance:** In case of default by the successful bidder, Town of Sullivan may procure the articles or services from other courses without notice and hold the bidder responsible for any excess cost.

Town of Sullivan may terminate this agreement with cause upon notification in writing.

Town of Sullivan further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

If the successful bidder is delayed in making delivery by strikes, lockouts, fire, or unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time after receipt of a written documented request by the contractor. This request must be approved and responded to in writing by the Town of Sullivan. Town of Sullivan may cancel said contract as to future deliveries at any time during such delay if Town of Sullivan interests are impaired by such delay.

Neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies nor materials called for by the contract, shall be deemed to be a waiver by Town of Sullivan of the right to terminate this contracts for abandonment or delay.

- Changes/Deviations: This bid as well as any contract, plans, drawings, exhibits or schedule to which are attached and made a part of the bid constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously made in writing agreed upon by the parties hereto in consideration of all applicable legislation.

SPECIFICATIONS

Available at the Town of Sullivan Town Hall, 7507 Lakeport Road, Chittenango, New York 13037.